

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SmithKline Beecham Pharmaceuticals Company</td> <td></td> <td>03/13/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	SmithKline Beecham Pharmaceuticals Company		03/13/2012	CORPORATION: DELAWARE				
Name	Formerly	Execution Date	Entity Type												
SmithKline Beecham Pharmaceuticals Company		03/13/2012	CORPORATION: DELAWARE												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Medtech Products Inc.</td> </tr> <tr> <td>Street Address:</td> <td>90 North Broadway</td> </tr> <tr> <td>City:</td> <td>Irvington</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10533</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>				Name:	Medtech Products Inc.	Street Address:	90 North Broadway	City:	Irvington	State/Country:	NEW YORK	Postal Code:	10533	Entity Type:	CORPORATION: DELAWARE
Name:	Medtech Products Inc.														
Street Address:	90 North Broadway														
City:	Irvington														
State/Country:	NEW YORK														
Postal Code:	10533														
Entity Type:	CORPORATION: DELAWARE														
PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85286435</td> <td>TAGAMET HB 200</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85286435	TAGAMET HB 200						
Property Type	Number	Word Mark													
Serial Number:	85286435	TAGAMET HB 200													
CORRESPONDENCE DATA															
<p>Fax Number: (423)752-9548          Phone: 423 209-4103          Email: mjohnson@bakerdonelson.com, echomyn@bakerdonelson.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Micheline Kelly Johnson          Address Line 1: 633 Chestnut Street          Address Line 2: 1800 Republic Centre          Address Line 4: Chattanooga, TENNESSEE 37450-1800</p>															
ATTORNEY DOCKET NUMBER:	2016563-000095														
NAME OF SUBMITTER:	Micheline Kelly Johnson														
Signature:	/micheline kelly johnson/														

OP \$40.00 85286435

Date:

03/16/2012

**Total Attachments: 6**

source=Trademark Assignment US TAGAMET#page1.tif

source=Trademark Assignment US TAGAMET#page2.tif

source=Trademark Assignment US TAGAMET#page3.tif

source=Trademark Assignment US TAGAMET#page4.tif

source=Trademark Assignment US TAGAMET#page5.tif

source=Trademark Assignment US TAGAMET#page6.tif

Dated 13 March 2012

SMITHKLINE BEECHAM PHARMACEUTICALS COMPANY

and

MEDTECH PRODUCTS, INC.

---

TRADE MARK ASSIGNMENT

---

Slaughter and May  
One Bunhill Row  
London EC1Y 8YY

Ref: CAYC/DJOB/CYW

511360983

**TRADEMARK**  
**REEL: 004738 FRAME: 0147**

THIS ASSIGNMENT is made the 13th day of March 2012

BETWEEN:

- (1) **SmithKline Beecham Pharmaceuticals Company**, a company incorporated in Delaware (registered number 3050) whose registered office is at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, United States (the "**Assignor**"); and
- (2) **Medtech Products, Inc.**, a company incorporated in Delaware, US (registered number 2654109), whose registered office is at 90 North Broadway, Irvington, NY 10533, US (the "**Assignee**").

WHEREAS:

- (A) Among others, GlaxoSmithKline PLC ("**GSK PLC**") (the parent company of the Assignor) and Prestige Brands Holdings, Inc. ("**Prestige**") (the parent company of the Assignee) have entered into a business sale and purchase agreement, as amended from time to time, dated as of 20 December 2011 (the "**Sale Agreement**"). Pursuant to the terms of the Sale Agreement, Prestige agreed to purchase, or to procure that a designated purchaser, being the Assignee, purchase various assets (including certain trade marks) relating to the commercialisation of certain 'over the counter' medicinal products (the "**Business**") from GSK PLC.
- (B) The sale of the Business completed on 31 January 2012.
- (C) GSK PLC and Prestige have identified that the Trade Mark (as defined below) pertains exclusively in the Business and so should have been included in the assets transferred to Assignee as the successor to the Business.
- (D) Accordingly, the Assignor (as the applicant for the registration of the Trade Mark) has agreed to assign all rights that it owns in the Trade Mark to the Assignee, such Assignment to take effect from 31 January 2012.

NOW IT IS HEREBY AGREED AS FOLLOWS:

**1. DEFINITIONS AND INTERPRETATION**

Capitalised terms used, but not otherwise defined, in this Assignment shall have the meaning given to them in the Sale Agreement and the following expression shall have the following meaning:

"**Trade Mark**" shall mean the trade mark that is the subject of the application for registration set out in Schedule 1 to this Assignment.

**2. ASSIGNMENT**

- 2.1 In consideration of the payment set out in the Sale Agreement in respect of the trade marks pertaining to the Business and the payment of One Dollar (US \$1.00) in respect of the Trade Mark (receipt of which is hereby acknowledged by the Assignor), the

Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Mark together with all goodwill of the business in relation to which such Trade Mark is used (but no other or greater goodwill), including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely.

- 2.2 This Assignment is executed for the purpose of evidencing and confirming the transfer of the Trade Mark to Assignee as provided in the Sale Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Sale Agreement as they relate to the Trade Mark, including any of the representations, warranties, covenants or indemnities set forth in the Sale Agreement. In the event of any conflict between this Assignment and the Sale Agreement, the Sale Agreement will prevail.

**3. EFFECTIVE DATE**

This Assignment shall have an effective date of 31 January 2012.

**4. COUNTERPARTS**

- 4.1 This Assignment may be executed in any number of counterparts, and by the Assignor and Assignee on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 4.2 Each counterpart shall constitute an original of this Assignment, but the counterparts shall together constitute but one and the same instrument.

**5. GOVERNING LAW AND JURISDICTION**

- 5.1 This Assignment shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 5.2 The courts of England are to have jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Assignment. Any Proceedings shall be brought only in the courts of England.
- 5.3 Each party waives (and agrees not to raise) any objection, on the ground of *forum non conveniens* or on any other ground, to the taking of Proceedings in the courts of England. Each party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.
- 5.4 Each party irrevocably submits and agrees to submit to the jurisdiction of the English courts.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

**Schedule 1**

**Trade Mark**

TAGAMET HB 200 packaging device (in colour) (red/blue/white) (2010 version)



Country	WIPO	Current Owner	Class(es)	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Status	Mod. in Progress
USA	No	SB Pharmaceuticals Company (DE)	5	85286435	05-Apr-2011				Application	No

Signed by  
for and on behalf of  
SmithKline Beecham  
Pharmaceuticals Company

)  
)  
)  
)



**Arlene M. Sothern**  
**Assistant Secretary**

[Remainder of page intentionally left blank]